


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">OCT 26, 2005 10:00 AM</div>																												
<div style="border: 1px solid black; padding: 5px;"> <p>=====> VENDOR NO. : SOLICITATION : 2203319 FILE NO. : OPENING DATE : 10/26/05</p> </div> <div style="border: 1px solid black; height: 80px; margin-top: 10px; position: relative;"> <div style="position: absolute; top: 5px; left: 5px;"> <p>=====> VENDOR NAME AND ADDRESS</p> </div> </div> <div style="margin-top: 20px; text-align: center; font-weight: bold;"> FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID. </div>		PURCHASING AGENCY NO. : 107001 SEE NO. 8 BELOW. RETURN BID TO <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> 2203319 10/26/05 </div> <p>OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: LISA SANCHEZ, CPPB</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-1302</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 09/27/05</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 806PUR</td> </tr> <tr> <td colspan="2" style="text-align: right;">FOLD HERE--></td> </tr> <tr> <td colspan="2" style="text-align: center;">LA PROPERTY ASSISTANCE AGENCY</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: </td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1274589</td> </tr> <tr> <td>VENDOR PHONE</td> <td>: </td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 06</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 96209</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 01/01/06</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 12/31/06</td> </tr> <tr> <td>T-NUMBER</td> <td>: 91830</td> </tr> </table>	BUYER	: LISA SANCHEZ, CPPB	BUYER PHONE	: (225) 342-1302	DATE ISSUED	: 09/27/05	REQ. AGENCY	: 806PUR	FOLD HERE-->		LA PROPERTY ASSISTANCE AGENCY		AGENCY REQ. NO.	:	ISIS REQ. NO.	: 1274589	VENDOR PHONE	:	FISCAL YEAR	: 06	CLASS/SUBCLASS	: 96209	SCHEDULED BEGIN DATE	: 01/01/06	SCHEDULED END DATE	: 12/31/06	T-NUMBER	: 91830
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AUCTIONEERING SERVICES																														
<div style="text-align: center; font-weight: bold; font-size: 0.8em;">TO BE COMPLETED BY VENDOR</div> <ol style="list-style-type: none"> 1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT). 																														
<div style="text-align: center; font-weight: bold; font-size: 0.8em;">INSTRUCTIONS TO BIDDERS</div> <ol style="list-style-type: none"> 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____. 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 030DAYS ARO _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. 																														
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE																												
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)																												

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

****ATTENTION:****

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

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COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

3

CANCELLATION

THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

4

CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.ARNET.GOV/EPLS

5

SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER SIGNATURE

6

SPECIFICATIONS FOR AUCTIONEER PROPOSAL

DESCRIPTION

LOUISIANA PROPERTY ASSISTANCE AGENCY NEEDS THE ASSISTANCE OF A COMPETENT, LICENSED AUCTIONEER TO PERFORM SUCH SERVICE AND RENDER ASSISTANCE AS NECESSARY TO LPAA PERSONNEL TO SET UP AND CARRY OUT A PUBLIC AUCTION FOR THE SALE OF MOVABLE PROPERTY OWNED BY OR CONSIGNED TO LPAA.

THE SUCCESSFUL VENDOR REPRESENTS THAT IT POSSESSES THE NECESSARY EXPERTISE AND EXPERIENCE REQUIRED TO CONDUCT THE PUBLIC AUCTIONS DESCRIBED HEREIN, AND THAT SUCCESSFUL VENDOR SHALL PERFORM THESE SERVICES FOR A FEE AS THE RESULT OF THE INVITATION TO BID.

THE AUCTION SHALL CONSIST OF A MINIMUM OF 150 ITEMS WHICH SHALL BE ACCUMULATED AND LISTED PRIOR TO THE AUCTION.

CONTRACT TERMS

THIS CONTRACT IS FOR ONE (1) YEAR FROM JANUARY 1, 2006 THROUGH DECEMBER 31, 2006 WITH NO OPTION FOR RENEWAL IN ACCORDANCE WITH R.S. 39:330.1(A).

LOCATION AND TIME

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<p>THE LOCATION OF THE AUCTION SHALL BE DESIGNATED BY LOUISIANA PROPERTY ASSISTANCE AGENCY. THE AUCTIONS SHALL BE CONDUCTED ON THE SECOND (2ND) SATURDAY OF EACH MONTH. THESE DATES MAY BE CHANGED PROVIDED THAT A MUTUALLY AGREED UPON CHANGE IS EXECUTED IN WRITING BY BOTH PARTIES AT LEAST THIRTY (30) DAYS PRIOR TO THE PROPOSED NEW DATE.</p> <p>LA. PROPERTY ASSISTANCE AGENCY RESERVES THE RIGHT NOT TO SCHEDULE A MONTHLY PUBLIC AUCTION; GIVING THIRTY (30) DAYS NOTICE PRIOR TO THE PROPOSED DATE.</p> <p>THE VENDOR SHALL NOT CHARGE AUCTION CUSTOMERS A "BUYER PREMIUM", OR ANY OTHER ADDITIONAL FEES OVER AND ABOVE THE SALES PRICE AND TAXES DUE ON EACH SALE, EXCEPT THAT THE VENDOR MAY CHARGE UP TO A FOUR PER CENT (4%) HANDLING CHARGE FOR ANY FORM OF PAYMENT OTHER THAN CASH, CASHIER'S CHECK, OR CHECK GUARANTEED BY A CURRENT BANK LETTER OF CREDIT MADE OUT TO THE AUCTION COMPANY.</p> <p>COMPLIANCE WITH LAWS</p> <p>THE SUCCESSFUL VENDOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES IN CARRYING OUT THE PROVISIONS OF THIS CONTRACT. THESE LAWS INCLUDE LA MINOR LABOR LAW PLACARD TITLE 23, CHAPTER 3 OF REVISED STATUTES OF 1950, AS AMENDED.</p> <p>ARBITRATION</p> <p>ANY DISPUTE BETWEEN THE PARTIES HERETO, NOT DISPOSED OF BY AGREEMENT AND CONCERNING A QUESTION OF FACT IN CONNECTION WITH THE WORK UNDER CONTRACT, SHALL BE REFERRED TO THE COMMISSIONER OF THE DIVISION OF ADMINISTRATION OR A DULY AUTHORIZED REPRESENTATIVE FOR DETERMINATION, WHOSE DECISION WILL BE FINAL AND CONCLUSIVE CONCERNING CONTRACT MATTERS.</p> <p>AUDIT</p> <p>IT IS HEREBY AGREED THAT THE LEGISLATIVE AUDITOR OF THE STATE OF LOUISIANA SHALL HAVE THE OPTION OF AUDITING ALL ACCOUNTS OF THE SUCCESSFUL VENDOR RELATING TO CONTRACT. THE SUCCESSFUL VENDOR SHALL MAKE ALL RECORDS PERTAINING TO THIS CONTRACT AVAILABLE TO THE LEGISLATIVE AUDITOR FOR ANY SUCH AUDIT.</p> <p>SERVICES TO BE PERFORMED</p> <ol style="list-style-type: none">1. FURNISH LPAA WITH A LIST OF PROSPECTIVE BUYERS THROUGHOUT THE UNITED STATES.2. PROVIDED ALL PERSONNEL AND SERVICES AS REQUIRED BY THIS CONTRACT TO PROMOTE A VERY WELL-MANAGED AND CONDUCTED AUCTION FOR ANY AND ALL AUCTIONS.3. PROVIDE AN ACCURATE AUDITORY RECORD OF EACH AUCTION AND FURNISH LPAA WITH AN ORIGINAL COPY AT THE END OF EACH AUCTION.4. COLLECT ALL FUNDS FROM THE PURCHASERS AND AGREES THAT THE			

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RESPONSIBILITY FOR PAYMENT OF TAXES FROM FUNDS THUS RECEIVED UNDER THIS AGREEMENT SHALL BE SAID VENDOR'S OBLIGATION AND IDENTIFIED UNDER HIS TAX IDENTIFICATION NUMBER.

- FURNISH A NOTARY PUBLIC TO SIGN AND SEAL ALL NECESSARY TITLES AND BILLS OF SALE AT THE AUCTION SITE. VENDOR WILL ALSO COMPLETE THE TITLES AND SALES INVOICES AT THE TIME OF SALE AND SHALL FURNISH THE PURCHASER WITH THE ORIGINAL SALES INVOICE AND TITLE WHERE APPLICABLE.
- COMMUNICATE WITH LPAA PERSONNEL NO LATER THAN TWO (2) WORKING DAYS FOLLOWING THE AUCTION TO RECONCILE RECEIPTS AND INVOICES FROM THE AUCTION.
- ASSUME FULL RESPONSIBILIYTY OF PAYING LPAA FOR ANY AND ALL ITEMS SOLD AT AUCTION.
- BE RESPONSIBLE FOR REMOVING ANY ITEMS SOLD THAT REMAIN ON STATE OWNED OR LEASED PROPERTY AFTER A PERIOD OF FIVE (5) WORKING DAYS FROM THE DATE OF THE SALE.

COMPENSATION AND PAYMENT

THE SUCCESSFUL VENDOR SHALL:

FURNISH TO LPAA PRIOR TO EACH AUCTION A CERTIFIED CHECK MADE PAYABLE TO "DIV. OF ADMINISTRATION. LPAA" IN AN AMOUNT DETERMINED BY THE DIRECTOR OF LPAA OR HIS/HER DESIGNATED REPRESENTATIVE. SAID AMOUNT IS TO BE BASED ON THE DIRECTOR'S APPRAISED VALUE OF ALL ITEMS LISTED FOR SALE AT EACH AUCTION.

PRIOR TO 12:01 P.M. OF THE FIRST BUSINESS DAY FOLLOWING EACH AUCTION, THE SUCCESSFUL VENDOR MAY SUBMIT TO LPAA AN ACCURATE ACCOUNTING OF THE AUCTION INCLUDING THE AMOUNT OF MONIES RECEIVED FOR EACH ITEM AND A TOTAL AMOUNT FOR ALL ITEMS SOLD; LESS THE VENDOR'S PERCENTAGE FEE. AT THIS TIME, WITH THE APPROVAL OF THE DIRECTOR OF LPAA, THE SUCCESSFUL VENDOR MAY SUBSTITUTE A CASHIER'S CHECK IN THE REVISED AMOUNT IN EXCHANGE FOR THE CASHIER'S CHECK PREVIOUSLEY TENDERED. IF THE SUCCESSFUL VENDOR DOES NOT EXERCISE THIS OPTION, LPAA WILL DEPOSIT TO ITS ACCOUNT THE CASHIER'S CHECK TENDERED TO LPAA BY THE VENDOR PRIOR TO THE AUCTION.

THE VENDOR SHALL SUBMIT A FINAL ACCOUNTING TO LPAA NO LATER THAN FIVE (5) WORKING DAYS FOLLOWING THE AUCTION. ANY ADJUSTMENTS NECESSARY TO THE VENDOR'S FEE SHALL BE COMPUTED AND REVISED PAYMENTS DUE EITHER PARTY SHALL BE MADE WITHIN TWENTY-FOUR (24) HOURS OF FINAL ACCOUNTING.

PRICE SHEET		INVITATION TO BID			
NUMBER : 2203319 OPEN DATE : 10/26/05 TIME: 10:00 AM T-NUMBER : 91830		BIDDER:			PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: LA PROPERTY ASSISTANCE AGENCY LA PROPERTY ASSISTANCE AGENCY AUTO SHOP 1502 NORTH 17TH STREET BATON ROUGE , LA 70802</p> <p>COMMODITY CODE: 962-09-018650</p> <p>AUCTIONEERING SERVICES:</p> <p>TO PROVIDE AUCTIONEER'S SERVICES FOR LOUISIANA PROPERTY ASSISTANCE AGENCY EFFECTIVE JANUARY 1, 2006 THROUGH DECEMBER 31, 2006.</p> <p>THE GROSS SALES FOR THE PREVIOUS EIGHT MONTHS FROM JANUARY 1, 2005, TO AUGUST 31, 2005, TOTALED APPROXIMATELY \$1,626,083.65. THE AVERAGE MONTHLY SALES WERE APPROXIMATELY \$203,260.46 PER MONTH.</p> <p>TOTAL ANNUAL SALES: \$2,439,125.52</p> <p>STATE LICENSE NO.: _____</p> <p>THE RENEWAL CLAUSE IS NOT APPLICABLE TO THIS CONTRACT.</p> <p>VENDOR MUST BID PRICE IN TERMS OF COMMISSION PERCENTAGE OF MONTHLY SALES.</p> <p>SEE ATTACHED PAGES FOR SPECIFICATIONS AND SPECIAL CONDITIONS.</p> <p>LPAA RESERVES THE RIGHT TO HOLD AUCTIONS IN OTHER PARTS OF THE STATE. PLEASE ADVISE IF YOU ARE WILLING TO PERFORM AUCTIONEERING SERVICES IN OTHER MAJOR CITIES OF THE STATE AT THE SAME MONTHLY AUCTIONS. YES__ NO__.</p> <p>IF VENDOR IS WILLING TO PERFORM OUT- OF TOWN AUCTIONS AT THE SAME COMMISSION, LPAA WILL GIVE NINETY (DAYS) NOTICE, OF SUCH ADDITIONAL AUCTION REQUIREMENTS.</p> <p>LPAA RESERVES THE RIGHT TO HOLD AUCTIONS</p>	1	%COM	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<p>IN OTHER PARTS OF THE STATE AND CONTRACT WITH AUCTIONEERS AT THOSE LOCATIONS SEPARATE AND APART FROM THIS CONTRACT. AUCTIONS ARE NORMALLY HELD ON THE SECOND SATURDAY OF EACH MONTH AT ONE (1) OF TWO (2) LOCATIONS:</p> <p>1059 BRICKYARD LANE, BATON ROUGE, LA OR, 1502 NORTH 17TH STREET, BATON ROUGE, LA</p> <p>THE NUMBER AND TYPE OF PERSONNEL THAT THE AUCTIONEERING CONTRACTOR SHALL SUPPLY FOR EACH AUCTION SHALL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:</p> <p>FOUR (4) DOORMEN, TWO (2) GATE PERSONS AND ONE (1) CASHIER, MINIMUM TO REMAIN ON PREMISES UNTIL ALL BUYERS ARE PROCESSED OR 4:30PM ON THE DAY OF THE AUCTION. IN ADDITION, THE AUCTIONEERING CONTRACTOR SHALL SUPPLY ONE (1) UNIFORMED LAW ENFORCEMENT OFFICER, WITH ARREST POWERS, FOR SECURITY PURPOSES. ALSO, MONDAY THROUGH WEDNESDAY FOLLOWING THE AUCTION, THE VENDOR WILL BE RESPONSIBLE FOR PROVIDING TWO (2) DOOR PERSONS TO COORDINATE THE LOADING OF AUCTION CUSTOMERS.</p> <p>ON THE OCCASION THAT AUCTIONS ARE HELD AT 1502 NORTH 17TH STREET, BATON ROUGE, LA, A SECONDARY LOCATION AT 1701 FOSS DRIVE, BATON ROUGE, LA ALSO MAYBE USED FOR THE AUCTIONING OF SURPLUS PROPERTY. WHEN THIS SECONDARY LOCATION IS UTILIZED, THE AUCTIONEERING SERVICES CONTRACTOR SHALL BE REQUIRED TO SUPPLY TWO (2) EMPLOYEES TO WORK AT THAT LOCATION. ONE (1) EMPLOYEE FOR THE GATE TO CONTROL CUSTOMER TRAFFIC AND ONE (1) DOOR EMPLOYEE TO PROVIDE CLERICAL SUPPORT. ON THE OCCASION THAT THE 1701 FOSS DRIVE BUILDING IS NOT USED, THESE TWO (2) EMPLOYEES WILL NOT BE NEEDED.</p> <p>LPAA MAY OCCASIONALLY REQUIRE A "SECOND" AUCTION DURING THE SAME MONTH. IN THE EVENT OF A "SECOND" AUCTION BEING HELD AT THE LOUISIANA PROPERTY ASSISTANCE AGENCY, THE SAME NUMBER AND</p>				

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NUMBER : 2203319 OPEN DATE : 10/26/05 T-NUMBER : 91830		BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	TYPE OF PERSONNEL AS REQUIRED FOR THE REGULARLY SCHEDULED MONTHLY AUCTION, DEPENDANT UPON THE LOCATION OF THE AUCTION, SHALL BE PROVIDED BY THE AUCTIONEERING SERVICES CONTRACTOR. SPECIFY BRAND (& NUMBER IF APPLICABLE) SHIP TO: LA PROPERTY ASSISTANCE AGENCY LA PROPERTY ASSISTANCE AGENCY WAREHOUSE 1059 BRICKYARD LANE BATON ROUGE, LA70802				
00002	REQUISITION LINE CANCELLED				